BILATERAL

MEMORANDUM OF UNDERSTANDING ON BIOENERGY COOPERATION, INCLUDING BIOFUELS BETWEEN THE DEPARTMENT OF ENERGY OF THE REPUBLIC OF THE PHILIPPINES AND THE MINISTRY OF MINES AND ENERGY...

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The Department of Energy of the Republic of the Philippines and the Ministry of Mines and Energy of the Federative Republic of Brazil (hereinafter referred to as the “Parties”),

Sharing the determination to strengthen cooperation, friendship and fraternity between both countries and their peoples,

Recognizing their common interest in the development of affordable, clean and sustainable energy sources,

Acknowledging the strategic role of alternative sources of energy, including bioenergy, in addressing current global challenges such as climate change and sustainable development needs,

Considering that this Memorandum of Understanding expresses the intent of the Parties to cooperate in the field of bioenergy including biofuels,

Have agreed as follows:

ARTICLE 1
OBJECTIVES

The objectives of this Memorandum of Understanding are to facilitate technical cooperation in the field of bioenergy including the production and use of biofuels, particularly ethanol, and to promote the expansion of bilateral trade and investment in the biofuel sector, in accordance with the respective national laws and regulations of the Parties.

ARTICLE II
AREAS OF COOPERATION

The areas of cooperation under this Memorandum of Understanding shall include projects and activities of mutual interest such as:

- Information exchange on the sustainable production and use of biofuels, including large-scale production technology, and best practices in policy and regulatory infrastructure, among others;

- Joint undertakings, including research and development; exchange of experts; training, seminars and conferences and other cooperative activities promoting the efficient production and use of biofuels;

- Dialogue on trade related issues, including measures to promote bilateral trade of goods and services associated with the biofuels production chain, with a view to ensuring that biofuels become an energy commodity;

- Other areas in the bioenergy sector as agreed upon by the Parties.

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ARTICLE III
JOINT COMMITTEE

The Parties shall establish a Joint Committee, which shall be composed of an equal number of representatives from both Parties, to oversee the implementation of this Memorandum of Understanding. The lead coordinating agencies of the Joint Committee shall be:

For the Republic of the Philippines:
Department of Energy

For the Federative Republic of Brazil:
Ministry of Mines and Energy

The Joint Committee may invite the participation of representatives from other government agencies, industry associations, the business sector, the academe and nongovernmental organizations, as may be agreed upon by the Parties. The Joint Committee shall be responsible for planning, implementing, monitoring and evaluating projects, activities, work plans or contracts that are mutually agreed upon by the Parties pursuant to this Memorandum of Understanding. The Joint Committee shall meet when considered appropriate by mutual consent, at least every two years alternately in the Philippines and Brazil.

ARTICLE IV
IMPLEMENTATION ARRANGEMENTS

The parties shall develop projects, activities and contracts in accordance with the provisions of this Memorandum of Understanding to implement the aforementioned areas of cooperation. The implementation of this MOU including the projects and other activities based herein shall be in accordance with the relevant laws and regulations of the Parties. Costs related to the implementation of this Memorandum of Understanding shall be subject to the availability of funds and the respective national laws and regulations of the Parties. The Joint Committee shall ensure that the costs and funds for each project, activity or contract arising from this Memorandum of Understanding shall be in writing and mutually agreed upon by the Parties.

ARTICLE V
TRANSFER OF MATERIALS

The transfer of materials arising from projects, activities and contracts under this Memorandum of Understanding as agreed upon by the Parties shall be arranged by the concerned agencies, institutions, entities or organizations and detailed in a Material Transfer Agreement or other appropriate instrument.

ARTICLE VI
INTELLECTUAL PROPERTY RIGHTS

The Parties shall adopt appropriate measures to protect the intellectual property rights arising from the implementation of this Memorandum of Understanding in accordance with their respective national laws and regulations, and international agreements to which they are parties. The conditions for the acquisition, maintenance and commercial exploitation of intellectual property rights over possible products or processes that may be obtained under this Memorandum of Understanding shall be defined in the specific projects, activities or contracts based herein. The specific projects, activities or contracts shall also provide the terms and conditions regarding the confidentiality of information, the publication or disclosure of which may jeopardize the acquisition, maintenance and commercial exploitation of intellectual property rights obtained under this Memorandum of Understanding. The specific projects, activities or contracts shall establish, where applicable the rules and

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procedures on the settlement of disputes relating to intellectual property matters under this Memorandum of Understanding.

ARTICLE VII
DISPUTE SETTLEMENT

Any dispute arising out of the interpretation, application or implementation of this Memorandum of Understanding shall be settled amicably by consultations or negotiations between the Parties.

ARTICLE VIII
ENTRY INTO FORCE

This Memorandum of Understanding shall enter into force on the date of the later written notification by the Parties, through diplomatic channels, indicating compliance with their respective domestic requirements for its entry into force.

ARTICLE IX
AMENDMENT

Either Party may request in writing through diplomatic channels, a revision or amendment of this Memorandum of Understanding. Any revision or amendment agreed upon by the Parties shall enter into force on such date as may be determined by the Parties taking into account their respective domestic requirements and shall form an integral part of this Memorandum of Understanding.

ARTICLE X
DURATION AND TERMINATION

This Memorandum of Understanding shall remain in full force and effect for a period of five (5) years, and shall be automatically renewed for a similar period, unless a Party officially notifies the other Party, through diplomatic channels, of its desire to suspend or terminate this Memorandum of Understanding. In such a case, the Memorandum of Understanding shall remain valid until sixty (60) days after the date on which one Party receives an official notification from the other Party expressing the desire of the latter to suspend or terminate the validity of this Memorandum of Understanding. The termination of this Memorandum of Understanding shall not affect the validity or duration of any project, contract, arrangement or activity done pursuant to this Memorandum of Understanding until the completion of such project, contract, arrangement or activity.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto by their respective Governments have signed this Memorandum of Understanding.

DONE in Brasilia on 24 June 2009 in English and Portuguese, both texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Government of the
Republic of the Philippines:

For the Government of the
Federative Republic of Brazil:

(Sgd.) ANGELO T. REYES
Secretary
Department of Energy

(Sgd.) EDISON LABAO

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Minister
Ministry of Mines and Energy

Entry into Force: April 19, 2010

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